

ORIGINAL

ROBERT E. CHAPMAN #2679
rchapman@paclawteam.com
JOHN R. MYRDAL #1269
jmyrdal@paclawteam.com
ELISE OWENS THORN #5230
ethorn@paclawteam.com
Clay Chapman Crumpton Iwamura & Pulice
Topa Financial Center
700 Bishop Street, Suite 2100
Honolulu, Hawaii 96813
Telephone: (808) 535-8400
Facsimile: (808) 535-8444

FILED IN THE
UNITED STATES DISTRICT COURT
DISTRICT OF HAWAII

MAY 01 2006
at 4 o'clock and 15 min. P.M.
SUE BEITIA, CLERK

Attorneys for Plaintiff
PARADISE CRUISE LIMITED

IN THE UNITED STATES DISTRICT COURT

FOR THE DISTRICT OF HAWAII

PARADISE CRUISE LIMITED,)	CIVIL NO. CV04-00364 ACK/BMK
)	
Plaintiff,)	ORDER GRANTING PLAINTIFF'S
)	PETITION FOR DETERMINATION
vs.)	OF GOOD FAITH SETTLEMENT
)	
MICHAEL ELSE AND COMPANY)	
LTD.; GREAT LAKES)	
REINSURANCE (UK) PLC, dba)	
TRANSMARINE; LLOYD'S OF)	
LONDON; LLOYD'S)	
UNDERWRITERS; ACORDIA)	
NORTHWEST, INC.; AON RISK)	
SERVICES, INC. OF OHIO,)	
)	
Defendants.)	

ORDER GRANTING PLAINTIFF'S PETITION FOR
DETERMINATION OF GOOD FAITH SETTLEMENT

Plaintiff's Petition for Determination of Good Faith Settlement came on for hearing before the Honorable Barry M. Kurren on January 26, 2006. The hearing was continued to provide defendants time to conduct discovery concerning the settlement. On April 24, 2006, Defendant Aon Risk Services, Inc. of Ohio withdrew its opposition to Plaintiff's Petition, and on April 25, 2006, Defendant Acordia Northwest, Inc. withdrew its opposition to Plaintiff's Petition.

The Court, having considered the Petition, together with the Memorandum , Declaration and Exhibit hereto, together with the arguments of counsel and the totality of the circumstances, and otherwise being fully apprised of the premises, determines, finds and concludes as follows:

1. The Settlement between Plaintiff Paradise Cruise Limited and Defendant Watkins Syndicate was entered in good faith within the meaning of § 663-15.5, Hawaii Revised States (Supp. 2002), amended by 2003 Haw. Sess. Laws, Act 146, §1 ("HRS § 663-15.5"), and there is good cause for such a determination.

2. Paradise Cruise Limited has given proper written notice to all known joint tortfeasors and co-obligors in this action, and has otherwise satisfied

the notice requirements of HRS § 663-15.5.

3. The Settlement between Paradise Cruise Limited and Watkins Syndicate discharges Watkins Syndicate from all liability for any contribution to any joint tortfeasor and bars any joint tortfeasor or co-obligor from any further claims against Watkins Syndicate.

Accordingly, IT IS HEREBY ORDERED, ADJUDGED AND DECREED that Paradise Cruise Limited's Petition for Determination of Good Faith Settlement shall be and is hereby GRANTED, and all cross-claims against Watkins Syndicate are dismissed with prejudice.

DATED: Honolulu, Hawaii, 5.1.2006.



BARRY M. KURREN
United States Magistrate Judge